

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Board of Trustees of the Teamsters
Local 346 Savings & 401(k) Plan,

Case No.:

Plaintiff,

vs.

COMPLAINT

Mahkahta Consulting & Development Corp.,
d/b/a Mahkahta Trucking,

Defendant.

JURISDICTION AND VENUE

1. This is an action to enforce an employer's obligation to make contributions to a multiemployer plan, and for interest, liquidated damages, and reasonable attorney fees and costs of this action. The Court has jurisdiction over this action under Sections 502 and 515 of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1132 and § 1145, and under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185(a). Venue is proper in this District under 29 U.S.C. § 1132(e)(2).

PARTIES

2. The Teamsters Local 346 Savings and 401(k) Plan ("the Plan") is a multiemployer employee benefit plan, as defined under Sections 3(3) and (37) of ERISA, 29 U.S.C. §§ 1002(3) and (37), that is administered by a joint Board of Trustees consisting of representatives of both labor and management. Plaintiff Board of Trustees of the Plan is the Plan Sponsor, as that term is defined in Section 3(16) of ERISA, 29 U.S.C. § 1002(16), and brings this action in its capacity as

a fiduciary of the Plan, as defined under Section 3(21) of ERISA, 29 U.S.C. § 1002(21). The Plan is administered in Duluth, Minnesota.

3. Defendant Mahkahta Consulting & Development Corp. is a Minnesota corporation doing business under the assumed name of Mahkahta Trucking. Its registered office address is 8062 Highway 37, Eveleth, Minnesota 55734 and its registered agent and chief executive officer is Shelly Holmes. Defendant is an employer in an industry affecting commerce as defined in 29 U.S.C. §§ 152(2), (6) and (7), and 29 U.S.C. §§ 1002(5), (11) and (12).

STATEMENT OF CLAIM

4. At all times relevant Defendant has been signatory to and bound by a Collective Bargaining Agreement (“CBA”) which sets the terms and conditions of employment for individuals performing work covered by the CBA, including contributions to the Plan based on hours worked by covered employees.

5. Pursuant to said CBA, Defendant was required to make contributions to the Plan on behalf of individuals performing work covered by the CBA. At all times material, Defendant employed individuals to perform work for which the CBA required contributions to the Plan.

6. Defendant submitted contribution reports to the Plan for the months of May and June 2021 on or about July 16, 2021. Those reports showed that Defendant owes the Plan contributions in the amount of \$12,745.82 for the month of May 2021, and contributions in the amount of \$11,026.98 for June 2021.

7. Defendant failed to submit payments with its May and June 2021 contribution reports. As a result, Defendant is delinquent to the Plan for the months of May and June 2021 and owes a total amount of \$23,772.80 in delinquent contributions.

8. The Plan's Trust Agreement and its Collection Policy provide that an employer that is delinquent to the Plan shall be liable for liquidated damages of twenty percent (20%), interest at the rate of twelve percent (12%) effective when the contribution became due and owing, plus attorney fees and court costs. Pursuant to these provisions and § 502(g)(2) of ERISA, 29 U.S.C. § 1132(g)(2), Defendant owes the Plan delinquent contributions, interest from the date of delinquency until the date of collection, liquidated damages, attorney fees and court costs.

9. As of the date of this Complaint, the Plan can ascertain that Defendant owes \$23,772.80 in delinquent contributions, \$4,754.56 in liquidated damages, and interest in the amount of \$289.84. The total amount owed that is ascertainable to date is \$28,817.20, plus fees, courts costs, and attorney fees.

WHEREFORE, Plaintiff prays for judgment as follows:

- A. Plaintiff prays for judgment against Defendant in the amount of \$28,817.20, plus fees, court costs, and reasonable attorney fees.
- B. For such further relief as the Court may deem just and proper.

Dated this 6th day of August 2021

ANDREW, BRANSKY & POOLE, P.A.

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